

**INTERGOVERNMENTAL AGREEMENT
FOR OUT OF SCHOOL TIME PROGRAM
BY AND BETWEEN
THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF
FAMILY AND SUPPORT SERVICES
AND
THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

THIS INTERGOVERNMENTAL AGREEMENT FOR OUT OF SCHOOL TIME PROGRAM (the "Agreement") is entered into this July 1, 2019 and effective as of the 1st day of January, 2019 (the "Effective Date") by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Family and Support Services (hereinafter referred to as "DFSS"), and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate, commonly known as the Chicago Public Schools (hereinafter referred to as the "Board" and "CPS").

RECITALS

WHEREAS, DFSS provides various family supportive service programs for residents of the City of Chicago; and

WHEREAS, the CPS is the third largest school district in the United States and provides a public school education for the residents of the City of Chicago; and

WHEREAS, DFSS desires to assist CPS by providing funds for its Out of School Time Program in the district throughout the year 2019 (the "Program"); and

WHEREAS, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CPS' DUTIES AND RESPONSIBILITIES

Section 2.01 Scope of Services

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Program (collectively, the "Services"). CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

Section 2.02 Performance Standards

CPS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS' needs when those needs are clearly conveyed in writing to CPS in a timely and appropriate manner.

Section 2.03 Ownership of Documents, Records and Reports

A. All Board Confidential Information, as described in Section 2.05 below, is and shall remain the property of the Board.

B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS' performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

DFSS retains an irrevocable right to independently or through a third party audit CPS' books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS for three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.05 Confidentiality

In the performance of the Agreement, the City and the Board may have access to or receive certain information that is not generally known to others (“Confidential Information”). Such Confidential Information may include, but is not limited to: unpublished school information; general student data; employee data; financial information; and business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided pursuant to this Agreement. Confidential Information will not include information that is: (i) or becomes part of the public domain through no fault of the receiving party; (ii) made available to the receiving party by an independent third party having the legal right to make such disclosure; or (iii) information that can be established and documented by the receiving party to have been independently developed or obtained by the receiving party without violating the confidentiality obligations of this Agreement and any other agreements with the disclosing party. The parties shall only use the disclosing party’s Confidential Information for the sole purpose of performing Services and obligations set forth in this Agreement and shall not use or disclose any of the disclosing party’s Confidential Information to anyone for any other purpose without the prior written consent of the disclosing party. The parties shall use at least the same standard of care in the protection of the Confidential Information each uses to protect its own confidential information, but in any event such Confidential Information shall be protected in at least a commercially reasonable manner. In the event either party is presented with a subpoena regarding the other party’s Confidential Information, which may be in its possession by reason of this Agreement, the subpoenaed party must immediately give notice to the other party and its General Counsel with the understanding that the other party may have the opportunity to contest such process by any means available to it before the Confidential Information is submitted to a court or other third party. The subpoenaed party, however, will not be obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. If either party has knowledge of any unauthorized access, use and/or disclosure of the other party’s Confidential Information, it shall: (i) notify the other party immediately, which in no event shall be longer than twenty-four (24) hours from the receiving party receiving notice of the unauthorized access, use, or disclosure; (ii) take prompt and appropriate action to prevent further unauthorized access, use, or disclosure; (iii) cooperate with the disclosing party and any other government authorities with respect to the investigation and mitigation of any such unauthorized access, use, or disclosure, including the discharge of the disclosing party’s duties under the law; and (iv) take such other actions as the disclosing party may reasonably require to remedy such unauthorized access, use, or disclosure, including if required under any federal or state law, providing notification to the affected persons. The provisions of this Section survive the termination or expiration of this Agreement.

Section 2.06 Subcontracts and Assignments

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, other than to the subcontractors described in Exhibit A,

without the express written approval of DFSS, which approval shall not be unreasonably withheld by DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS's purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

Section 2.08 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the Term of this Agreement, neither CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

ARTICLE 3 TERM OF THE AGREEMENT

The term of this Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2019 (the "Term"). Upon mutual agreement of the parties, this Agreement may be renewed for additional or successive periods of twelve (12) months each, according to the same basic terms and conditions, provided that adequate funding is available.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

This is a cost reimbursement Agreement. DFSS shall pay CPS for the provision of the Services under the Agreement, up to \$1,000,000. Only those expenditures made by CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in the budget schedule, which is included in Exhibit A and incorporated by reference as if fully set forth herein, shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings to DFSS, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Payment

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time submit sufficiently detailed invoices that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Exhibit A. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with Exhibit A.

Section 4.03 Non-Appropriation

Funding for this Agreement is subject to availability of funds from the City. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

ARTICLE 5 DISPUTES

In the event of a dispute between the parties arising out of this Agreement, the parties agree that the City's Commissioner and Corporation Counsel and the CPS's Senior Vice President of Finance and General Counsel shall first meet to resolve any outstanding issues. The parties agree that only after they have in good faith attempted to obtain a resolution without success may either party pursue a remedy at law.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by CPS

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000). The City acknowledges the Board is self-insured for this coverage.

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to CPS' officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be added as an additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be added as an additional insured on the Board's policy and such insurance will be primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it is subject to a \$10,000,000 self-insured retention. The Board will provide the City with a Certificate of Insurance, indicating that it has additional insured status.

4. If applicable, CPS must require all subcontractors to provide the insurance required in this Agreement or CPS may provide the coverages for subcontractors. All

subcontractors are subject to the same insurance requirements of CPS unless otherwise specified in this Agreement.

ARTICLE 7 TERMINATION

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing thirty (30) days notice in writing to DFSS.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1), to the extent that such is applicable to CPS because of this Agreement, and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; DFSS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

Section 8.02 Conflict of Interest

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

(a) CPS shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered into in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) CPS is aware that City policy prohibits City employees from directing any individual to apply for a position with CPS, either as an employee or as a subcontractor, and from directing CPS to hire an individual as an employee or as a subcontractor. Accordingly, CPS must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by CPS under this Agreement are employees or subcontractors of CPS, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by CPS.

(d) CPS will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to CPS by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, CPS will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of DFSS.

CPS will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

Section 8.05. FOIA AND LOCAL RECORDS ACT COMPLIANCE

(a) FOIA. The parties acknowledge that each is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended (“FOIA”). FOIA requires that each party to produce “Records” (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the Records requested are exempt under FOIA. If either party receives a request from the other party to produce Records within the scope of FOIA, the party that received the request covenants to comply with such request within 72 hours of the date of such request. Failure by either party to timely comply with such request will be a breach of this Agreement.

(b) Exempt Information. Documents that either party submits to the other party during the term of the Agreement containing trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by either party to be treated as trade secrets or information that would cause competitive harm, FOIA requires that such party mark any such documents as “proprietary, privileged or confidential.” If such party marks a document as “proprietary, privileged and confidential”, then the other party will evaluate whether such document may be withheld under FOIA. The other party, in its discretion, will determine whether a document will be exempted from disclosure, such determination being subject to review by the Illinois Attorney General’s Office and/or the courts.

(c) Local Records Act. The parties acknowledge that each is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the “Local Records Act”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by either party, the other party covenants to use its best efforts consistently applied to assist such party in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in this Agreement.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by CPS's Senior Vice President of Finance and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, to the extent applicable, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 *et seq.*, as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d *et seq.*); Fair Housing Act (42 U.S.C. 3601-20 *et seq.*); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 *et seq.*) Federal Water Pollution Control Act (33 U.S.C. 251 *et seq.*), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 *et seq.*); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised, to the extent applicable to this Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA") and any and all Board rules and policies that affect this Agreement. Board rules and policies are available at <http://www.cps.edu/>.
- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority to the extent applicable to this Agreement.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by CPS against DFSS concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If

this Agreement is terminated for any reason, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of DFSS in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS' performance in any respect or waives a requirement or condition to either CPS' or DFSS' performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times DFSS may have waived the performance of a requirement or condition.

Section 9.11 CPS Inspector General

Each party to this Agreement acknowledges that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's program manager. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Family and Support Services
1615 W. Chicago Ave.
Chicago, Illinois 60622

With copies to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

Notices sent to CPS shall be mailed by certified mail, postage prepaid to:

Michael Deuser, Chief Officer
Board of Education of the City of Chicago
Office of College and Career Success
42 West Madison Street
Chicago, Illinois 60602

Ronald DeNard, Senior Vice President of Finance
Board of Education of the City of Chicago
Finance Department
42 West Madison Street, 2nd Floor
Chicago, Illinois 60602

With a copy to:

Joseph T. Moriarty, General Counsel
Board of Education of the City of Chicago
Law Department
One North Dearborn Street, Suite 900
Chicago, Illinois 60602

ARTICLE 11 AUTHORITY

Section 11.01 CPS's Authority

Execution of this Agreement by the CPS is authorized by Rules of the Board of Education of the City of Chicago, Section 7-13(d).

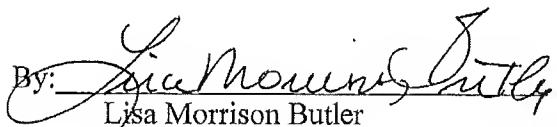
Section 11.02 DFSS's Authority

Execution of this Agreement by DFSS is authorized by Section 2-50-040(d) of the Municipal Code of Chicago and an ordinance adopted by the City Council of the City of Chicago on November 14, 2018.

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IN WITNESS WHEREOF, the City and the Board have executed this Agreement effective as of the Effective Date.

CITY OF CHICAGO, a municipal corporation
by and through its
Department of Family and Support Services

By: 
Lisa Morrison Butler
Commissioner

BOARD OF EDUCATION OF THE CITY OF CHICAGO

By:

Ronald DeNard

Senior Vice President of Finance

8/15/19

(DP)

Approved as to Legal Form ^{July 18, 2019}

By:

Joseph T. Moriarty, General Counsel

8.12.2019

EXHIBIT A

SCOPE OF SERVICES AND BUDGET FOR OUT OF SCHOOL TIME PROGRAM

Term: January 1, 2019 until December 31, 2019

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

I. Introduction

The Board's Office of College and Career Success, Student Support and Engagement, shall oversee the development and implementation of the Out of School Time ("OST") services provided by CPS staff and Out of School Time CPS vendors. The City's Department of Family and Support Services ("DFSS") shall allocate \$1,000,000 to the Board to support Out of School Time programming in CPS Elementary Schools. Funding from DFSS will allow the Board to expand OST programming to approximately 60 elementary schools and serve over 9,000 students in 2018-19. The Project will continue for a period from January 1, 2019 through December 31, 2019.

II. Project Design

A. Out of School Time Background

The Board believes that students should have access to high-quality OST programming. OST programming engages diverse students in academic acceleration and intervention; arts and cultural enrichment; and health and wellness programs that extend learning beyond the school day. Activities offered are to align with school day offerings and incorporate student choice and voice.

B. Program Model

OST programming may include time before and after school, during weekends, summer and intersession. Programming created through these funds will serve students from grades Kindergarten- 8th. The duration and scheduling of OST programs may vary from several weeks to a full school year, depending on the needs of the school.

Schools can utilize OST funding to hire school staff to facilitate activities as well as bring in approved outside vendors to offer specialized after-school programs to students. Funding will also support the infra-structure needed to run an effective after-school program which includes hiring a site coordinator and possibly security and a clerk, however this non-instructional component is capped at 5% of the total award to ensure that the majority of funds go towards programming.

Implementing OST programming requires a multi-faceted approach. Students will receive a positive, well-managed experience as evidenced by effective classroom management practices; caring, consistent, and positive relationships with adults; intentional focus on youth voice and choice; dedicated organizational focus on high-quality program implementation; and the creation of instructional environments and activities that build students' skills across academic, enrichment, and life skills domains. All programs must develop and reinforce social-emotional, academic and employability skills across academic/enrichment domains for students in grades K-8. All schools receiving these funds are required to host a culminating event where students are able to showcase the skills they have learned to parents, staff and their school community.

C. Rationale of Program Support

- i. Quality afterschool programming provides youth with enrichment activities, recreational activities and a chance to build on school day learning by explaining academic concepts through hands-on activities and project-based learning (ACT NOW Coalition, 2018). Research in recent years has found that quality after-school programming is linked to student improvement including outcomes such as increased student attendance and engagement in learning, improved test scores and grades; with students at the greatest risk showing the greatest gains. Some behavioral outcomes of consistent after-school participation include providing a safe and structured space for youth during out of school time hours, a positive impact on socio-emotional skills and decreased disciplinary actions (Afterschool Alliance, March 2015).
- ii. Consistent participation in after-school programming has also been found to help close the math achievement gap of students from different socio-economic backgrounds. Research has found that for students who had consistent, high participation in after-school activities, the student income differences in math achievement were eliminated across K-5 (Pierce, K.M., Auger, A. and Vandell, D.L., April 2013, *Narrowing the Achievement Gap: Consistency and Intensity of Structured Activities During Elementary School*). The more consistently students participated in after-school, the narrower the gap between low-income and high-income students math achievement becomes. Other positive outcomes for students who participate in high quality after-school programs include better work habits, improved academic performance, gains in self-efficacy and improved GPA (Auger, A., Pierce. K.M. and Vandell, D.L., April 2013, *Participation in Out-of-School Settings and Student Academic and Behavioral Outcomes*).

- iii. Programming Criteria
- a. All CPS elementary schools will have the opportunity to apply for the K-8 OST Award program. Applications are reviewed by the OST Central Office team and school teams are informed via email of acceptance for the K-8 OST Award.
 - b. Schools must identify an OST Site Coordinator who will be responsible for the day to day operations of the OST programming, including but not limited to, recruiting and retaining students, engaging school staff and/or outside OST vendors to provide programming that meets the needs and interest of students and parents and that aligns with the schools' Continuous Improvement Work Plan (CIWP). OST coordinators will also be responsible for entering student attendance into our data system, Cityspan, on a weekly basis.
 - c. Schools will be responsible for monitoring their OST budget with the support of the OST Central Office team. Bi-weekly budget checks will be performed at the Central Office level and shared with OST Coordinators and school administration to ensure that spending remains on track for the duration of programming. Schools who overspend their OST budgets will be required to cover the additional spend with school level funds.
 - d. OST Coordinators are required to attend a professional development session before programming begins in which programming requirements, best practices and OST resources are shared.
 - e. Each individual school receiving the K-8 OST Award are required to meet certain deliverables around student enrollment, number of OST hours provided, % of priority students engaged (Diverse Learners, Students Living in Transitional Living Situations (STLS), Off-Track students and students with <95% average daily attendance) and attendance rates.

III. Chicago Public Schools Duties and Responsibilities

A. Staffing and Project Management

The CPS Office of College and Career Success, Student Support and Engagement, shall identify a Project Manager ("Project Manager") to oversee the development and implementation of the proposed OST Program. The Project Manager's responsibilities will include, but will not be limited to: managing the OST Award funds and distribution to the schools, supporting the implementation of OST programming and provide ongoing support to OST Coordinators and school administration. The Board will track accountability measures for the scope of the Program to ensure the City's investment is having maximum reach and impact.

B. Budget Oversight

The Project Manager will oversee the budget for all Program-related costs including, but not limited to, monitoring school level and the Central Office budgets, providing bi-weekly budget checks and transferring funds to K-8 OST Award schools on a timely basis. The Project Manager will ensure all funds are expended within the guidelines established through this Agreement.

IV. Budget Schedule

DFSS shall pay to CPS a maximum of \$1,000,000 to fund the Program.

- a. Services for the Program will include:
 - i. Training and Development for up to 60 OST Coordinators
 1. Rent and Supplies: (\$0)
 - ii. OST Coordinator Stipends
 1. Stipends for the school staff member acting as the OST Coordinator (\$13,000- only able to pay Spring 2019 stipends)
 2. Benefits for the stipend payments (\$585)
 - iii. Out of School Time programming at up to 60 schools for the second semester of the 2018-19 school year and fall programming for the 2019-2020 school year (\$986,415.00)

DFSS will reimburse the Board for programmatic expenses as outlined above. The Board shall be responsible for all costs for the implementation of the Program in excess of the DFSS allocation.